

1. Conclusion of the Travel Contract

1.1 By registering to one of **CHINA BY BIKE's** (CBB) tours by online booking form, email, letter or telephone, you accept the conditions for the tour as described on our website and in the following booking conditions. The registration is valid for the person registering as well as for all other persons he/she registers.

1.2 The travel contract is concluded once CBB accepts the registration. CBB will send you a written booking confirmation.

1.3 If the content of the travel confirmation differs from the information provided by CBB beforehand, the content of the travel confirmation will serve as a new travel contract, which you may accept through an explicit confirmation (such as the payment of the deposit).

2. Payment

Once the booking is confirmed you will be required to make a deposit payment of 20% of the travel price to CBB. Failure to pay the booking fee will mean your place will be available to other potential customers. The main payment for the trip is due without further request 21 months before the tour starts, if the execution of the tour is confirmed.

3. Inclusions, Changes in the Itinerary

The included services are advertised with the information on the tour provided by CBB. CBB reserves the right to change advertised itineraries before or during a tour due to reasonable, significant and unforeseeable cause. Those changes must be declared and communicated to you. The tour leader or guide during a tour has the right to make any necessary changes to the itinerary for the reasons listed. If an individual itinerary is booked, the included services will be laid out in the individual offer and the booking confirmation explicitly.

4. Changes in Included Service or Price

4.1 Changes of essential services included in your journey after the conclusion of the travel contract are only permitted if those changes do not substantially alter the character and overall setting of the journey.

4.2 Changes in Price after conclusion of the travel contract are only valid if circumstances which, at the time of conclusion of the contract were unforeseeable, such as increase in transport costs, airport fees or changes in the exchange rate of the currency directly related to the journey. Price changes are only eligible for the calculated amount of price increase per person or seat and only if the travel contract was concluded 4 months or more before the start of the journey. In case of such a change in price, you will be informed immediately. Increases in price later than 20 days before the start of the journey are not possible.

4.3 In case of an increase of the price of more than 5% or a significant change in the services provided on the tour, you may resign from the travel contract free of charge or demand the participation in another equivalent journey if CBB is able to provide such a journey from their range of tours. You may make use of these rights as soon as CBB informed you about the change in price or service.

5. Cancellation by the Customer, Rebooking, Personal Substitution

5.1 You may resign from the booked tour at any time. Your resignation comes into effect

once CBB receives it. For matters of evidence we advise you to resign in written form.

5.3 If you should wish to change your booking to another of CBB's tours (changes in date, destination, accommodation or mode of transport) after the travel contract has been concluded, CBB may charge a rebooking fee of \$29. There is no legal right to claim a rebooking. Rebooking is only possible until day 30 before travel start. After that day rebooking is only possible after resignation from the travel contract on the conditions described above and simultaneous conclusion of a new travel contract. You may prove at any time that no or a minor loss in money than the pre-defined amount as shown above has been caused through the rebooking.

5.4 If you should not be able to take part in the journey in person, you have the right to appoint a substitute who will take part in the journey in your place and takes over the rights and duties as defined in the original travel contract. This change in person has to be introduced to CBB beforehand. CBB may object to the appointment of that person if that person does not fulfil the necessary requirements for the journey or if the participation of that person is hindered due to legal or other official causes. The substitute and the person that originally concluded the contract are jointly obliged to pay the travel price as well as any additional costs caused by the substitution.

6. Cancellation and Termination of Contract by CBB

6.1 If a minimum number of participants was declared and is not reached, CBB can cancel the journey and resign from the contract as long as CBB has declared the minimum number and the date until which the participants have to be informed about the cancellation explicitly in the travel description as well as in the travel confirmation. A cancellation has to be announced until day 21 before travel start and any payment made so far will be reimbursed immediately.

6.2 If the participant should disturb the journey even after being explicitly warned by CBB or if he or she should break the travel contract in such a way that continuation of the contract is no longer reasonable with the participant or if he breaches the contract in a strong way, CBB can terminate the contract immediately. In doing so, CBB reserves the right to the full travel price minus any expenses saved by China By Bike or can get reimbursed through the cancellation. Possible additional cost for the return journey must be paid by the disturbing person himself.

7. Obligations of the Participant; Rectification; Timing of a Cancellation by the Participant

7.1 The Participant is obliged to communicate any occurring shortcomings immediately to the guide and demand rectification. If the Participant does not communicate the shortcoming in order to achieve rectification, no cause for a reduction is given.

7.2 If promised services of the journey are not fulfilled, the participant can demand rectification. CBB can reject the rectification if the demanded measures imply an unreasonable effort. CBB can rectify the issue by providing a compensation at an equal or

higher value.

7.3 If a journey is significantly affected by a deficit and CBB fails to rectify the deficit within a reasonable amount of time, the participant can resign from the travel contract. For matters of evidence we advise to resign in written form. CBB stresses that it is the duty of the participant to communicate any such deficit immediately and, before resigning from the contract, to set a deadline until which rectification measures shall be carried out (§ 651e BGB). No deadline has to be set if rectification is impossible or denied by CBB or if the immediate termination of the contract is justified by a certain interest of the participant.

8. Cancellation due to Force Majeure

If a journey is hindered affected by a force majeure (such as war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions or other unforeseen circumstances), both CBB or you may resign from the travel contract. The legal consequences are defined by law (§ 651j BGB, § 651e Abs.3 BGB). CBB may demand a compensation for expenses or services already provided. CBB is obliged to arrange a return journey if necessary, especially if the return journey was part of the original travel arrangement. Additional costs for the return journey are in that case shared by you and CBB. Other additional costs must be paid by the participant.

9. Liability of CBB and Limitation of Liability

The liability of CBB for any damage that is not human injury is limited to the threefold amount of the travel price, as long as the damage of the participant was not caused by gross negligence or by intention and as long as CBB is responsible for the damage only by fault of a partner agency employed by CBB.

9.2 For all claims for compensation addressed to CBB due to illegal action that was not caused by gross negligence or intention, CBB is liable to compensate damage to property up to \$ 4.100. If the threefold travel price is higher than this amount, the liability is limited to the threefold price per journey and participant. The limitation of liability does not affect claims due to lost property which are instead handled according to the Montreal Convention.

10. Information Obligation concerning the Identity of the Air Carrier

According to EU-VO Nr. 2111/05, CBB is obliged to inform you about the identity of all air carriers which are employed during the journey, at the time of the booking. If at that time the booking of air carriers is not completed, CBB must give information on which carrier they will probably employ and inform the participant as soon as the booking of the air carrier is completed. Furthermore, CBB must inform the participant immediately in the case of a change of air carrier.

11. Passport, Visa Requirements and Health Regulations

CBB informs German citizens about regulations concerning passport, visa and health regulations (such as compulsory vaccinations or health certificates) that are required to

enter the destination country. Citizens of other countries please kindly request information with their country's responsible consulate. Furthermore it is advised that the participant checks for him/herself, or with the help of a GP if their physical constitution matches the requirements of an active journey with CBB. Further information can be obtained at health institutions and practitioners specialised in the health requirements of foreign countries.

11.2 The participant himself is responsible for respecting all regulations related to the journey. All disadvantages resulting from failure to do so are in his/her responsibility, except if CBB has failed to follow their duty to inform the participant about regulations. Especially customs- and currency regulations are to be respected.

11.3 You are obliged to check by yourself if your passport is valid for a sufficient period of time to enter and leave the destination country. If you have instructed CBB to obtain a visa or other official documents for you, CBB is not liable for the duly issue of these documents, except if CBB has violated official regulations or is responsible for the delay by own fault.

12. Exclusion of Claims, Notification Period, Statute of Limitations

12.1 Claims for compensation according to the travel contract must be reported to CBB within one month after the end of the booked tour. More than one month later, claims can only be considered if the participant has not caused the delay by his own fault, or if the claim concerns criminal actions. The deadline does not concern the report of baggage damage or loss, or baggage delivery delay in relation to flights. These must be reported within a span of 7 days in case of baggage loss and within a span of 21 in case of delayed baggage delivery. We advise to report any such event as soon as possible to the airline involved. Loss or damage of baggage must as well be reported to CBB or to the local guide.

12.2 Claims related to material damage related to the travel contract expire after one year according to §§ 651c bis 651f BGB. The expiration period starts on the last day of the booked travel.

13. Privacy Regulations

The private data which you submit to CBB will be electronically processed and used as far as necessary for the fulfilment of the travel contract and for customer care. When using personal data, CBB respects the privacy regulations of the federal Republic of Germany. This also applies to the personal data which you have agreed to be published on the list of participants which is usually distributed among all participants of the journey. If you do not agree to share any of your personal data (name, surname, address, email-address, phone number) with the group, please let CBB know at the time of the booking or later.

14. Miscellaneous

The invalidity of a particular aspect of the travel contract does not invalidate the entire contract. The contractual relationship between you and CBB is based on **German law only**.

CHINA BY BIKE is member of forumandersreisen e.V., Freiburg and respects the forum's criteria catalog for responsible tourism.

Tour Operator:

CHINA BY BIKE, Cycling Tours in Asia